



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding RAAMO INTERNATIONAL PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, OPB, MNR

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and for compensation for unpaid rent.

The Landlord said she served the Tenants with the Application and Notice of Hearing (the “hearing package”) by registered mail on or about July 27, 2016. The Tenant said she received the Hearing documents by registered mail on August 16, 2016. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded with both the Landlord and the Tenant in attendance.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Is there unpaid rent and is the Landlord entitled to compensation?

Background and Evidence

This tenancy started on January 2014 as a 1 year fixed term tenancy with an expiry date of December 31, 2014 and then continued on a month to month basis. Rent is \$915.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$425.00 at the start of the tenancy. The Tenant said she did not think a move in condition inspection report was completed at the start of the tenancy. The Landlord said a move in condition inspection report was completed and signed on December 14, 2013. This was when the Tenants originally moved in to the rental unit.

At the start of the conference call the Landlord said the unpaid rent has been paid so they are not claiming any unpaid rent. The Landlord said they are withdrawing the request for compensation for unpaid rent.

The Landlord continued to say they issued a 1 Month Notice to End Tenancy for Cause dated May 31, 2016 by personal delivery to the Tenants on May 31, 2016. The Tenant confirmed they received the 1 Month Notice to End Tenancy for Cause on May 31, 2016. The Notice to end tenancy has an effective vacancy date of June 30, 2016 on it. The Landlord continued to say they issued the Notice because the Tenants did not get written approval to have a dog in the rental unit and the Tenants did not pay a pet deposit. The Landlord said this is a breach of the tenancy agreement and the Landlord request an Order of Possession to end the tenancy on September 30, 2016.

The Tenant said they have not made an application to dispute the 1 Month Notice to End Tenancy for Cause dated May 31, 2016 or the Landlord’s application dated July 25, 2016, but he would like to continue the tenancy. The Tenant said they are trying to pay the rent on time and they will pay the pet deposit of \$425.00 on the week end. The Tenant continued to say they have had some hard times over the last few months but she now has a new full time job and they would like to continue the tenancy and stay in the rental unit.

The Landlord said they do not want to continue the tenancy and the Landlord requested an Order of Possession for September 30, 2016.

The Tenant asked the Landlord if they could stay in the unit for a longer time as September 30, 2016 is only 2 weeks away.

The Landlord said they want to end the tenancy on September 30, 2016.

Analysis

Section 47(4) of the Act and page two of the Notice to End Tenancy states that **within 10 days of receiving** a Notice to End Tenancy for Cause, a tenant may apply for dispute resolution. If the tenant fails to do this, then under section 47(5) of the Act, they are conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and they must vacate the rental unit at that time.

Under s. 90 of the Act, the tenant is deemed to have received the Notice to End Tenancy on the day it was served, or in this situation on May 31, 2016. Consequently, the Tenants would have had to apply to dispute the Notice by June 10, 2016.

I find that the Tenants have not applied for dispute resolution. Consequently, I find pursuant to s. 55(2)(b) of the Act that the Landlord is entitled to an Order of Possession to take effect at 1:00 p.m. on September 30, 2016.

Further I find that as the Landlord withdrew their monetary claim for unpaid rent no financial compensation is awarded to the Landlord.

Conclusion

An Order of Possession effective September 30, 2016 has been issued to the Landlord. A copy of the Order must be served on the Tenants: the Order of Possession may be enforced in the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 14, 2016

Residential Tenancy Branch